



Dave Lambertson
Interim Director

TELEPHONE: (323) 267-2101
FACSIMILE: (323) 264-7135

COUNTY OF LOS ANGELES

Internal Services Department

1100 North Eastern Avenue
Los Angeles, California 90063



Enriching Lives

December 24, 2003

Agenda Date: January 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF THE OFFSITE DATA STORAGE
SERVICES CONTRACT TO RECALL TOTAL INFORMATION MANAGEMENT
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award a contract, and instruct the Chairman to sign the attached three originals, with Recall Total Information Management, the lowest priced most responsive and responsible bidder, to provide offsite data storage services effective March 1, 2004, for a term of three years with two one-year renewal options, with an estimated first year cost of \$73,000 and total estimated cost of \$219,000 for the initial three year term.
2. Authorize the Interim Director ISD or his designee to award renewals for each of the two optional one-year periods and month-to-month extensions not to exceed, in aggregate, six (6) months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide ISD's data center and other departments' data centers with continuing off-site storage of backup files at Recall Total Information Management's storage facility. The current contract expires February 29, 2004.

ISD's computer operations organization makes backup copies of the computer data files daily. These backup copies are transported daily by the contractor and stored at an off-site facility. Backup copies would be used if the original files in the data center were damaged for any reason. The contract also serves the critical data center needs of the Public Library, the Registrar-Recorder and the Executive Office of the Board of Supervisors.

Implementation Of Strategic Plan Goals

This recommended action supports the County's Strategic Goal number 3, Organizational Effectiveness, Strategy number 4, by providing the ability to restore computing services to County clients if a loss of data or systems occurs.

FISCAL IMPACT/FINANCING

There is adequate funding for off-site storage in the Fiscal Year 2003/04 ISD budget. Storage fee expenses will be recovered through billings to each County department for their individual storage usage. The recommended contract establishes fixed unit pricing for transportation and storage services. Actual cost incurred will vary depending on the actual volume of data transported and stored. The recommended contract provides authority to the Director of Internal Services to add and delete County data centers as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been approved as to form by County Counsel. The contractor is required and has agreed to consider qualified GAIN/GROW participants for employment openings, and to comply with the Jury Duty Ordinance, the Safely Surrender Baby Law and the County's Child Support Compliance Program. The Child Support Services Department has confirmed that the recommended vendor has complied with the requirement to file a Principal Owner Information Form with its office. This is not a Proposition A contract because of the extraordinary professional and technical nature of the services being provided; therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

CONTRACTING PROCESS

On October 8, 2003, ISD released an Invitation for Bid (IFB) and provided notice of its availability to the 20 vendors shown on Attachment 1 and a variety of trade associations. The IFB was posted on the County's website as indicated in Attachment 2 for electronic downloading and made available via hard copy.

Three (3) bids were received and reviewed for compliance with the minimum requirement criteria stated in the IFB. Two (2) bids did not submit all required data and were declared non-responsive.

The contract contains the County's standard Cost of Living Adjustment (COLA) provision only in the first optional year.

The Honorable Board of Supervisors
December 24, 2003
Page 3 of 93

Recall Total Information Management submitted the lowest priced most responsive and responsible bid to provide the services.

Community Business Enterprise Program participation information for Recall Total Information Management is in Attachment 3. The contractor was selected without regard to gender, race, creed, or color for award of an agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contract will continue to serve the critical data storage needs of ISD, the Public Library, Registrar-Recorder and the Executive Office of the Board of Supervisors.

CONCLUSION

Approval of the contract will allow the County to continue to have critical backup in the event ISD or other departments' original data files are damaged or lost.

Respectfully submitted,

Dave Lambertson
Interim Director

DL:KH:haw
Attachments (3)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

ATTACHMENT 1**OFF-SITE DATA STORAGE SERVICES NOTIFICATION LIST**

COMPANY	CONTACT	ADDRESS	CITY/STATE/ZIP	PHONE
Advanced Information Methods, Inc.	Sherman I. Klein	P.O. Box 5692	Mission Hills, CA 91395	818/366-2678
Arcus Data Security, Inc.	Joe Rispoli	P.O. Box 3903	Industry, CA 91744	818/330-2215
Baymountain, Inc.	Office Manager	501 E. Franklin St., #700	Richmond, VA 23219	804/644-5109
Bell Technologies	Sandra Couch	6546 Hollywood Blvd., Ste. 201	Los Angeles, CA 90028	---
Central Record Services	Scott Letterman	325 West Collins Ave.	Orange, CA 92667	714/771-5550
Data Safe	Kerry Sue Underwood	P.O. Box 128	Sun Valley, CA 91352-0128	818/504-0252
Datashield, Inc.	Lynn Kaishian	6646 Fairview Ave.	Milwaukee, WI 53213	414/421-7710
DataVault	Steve Calloway	12515 Sherman Way	North Hollywood, CA 91605	818/503-2992
DPSI	Lisa Barona	1846 Andus Ave.	Simi Valley, CA 93063	805/520-2525
EMC, Data Storage Services	Office Manager	176 South St.	Hopkinton, MA 01748	508/435-1000
Garsto Inc.	Lou Perez	P.O. Box 91599	Long Beach, CA 90809	---
Holmes & Narver Svs., Inc.	Al Neffgen	999 Town & Country Road	Orange, CA 92668	714/567-2400
Information Management	John Shaw	7915 Westpark Drive	McLean, VA 22102	703/893-3100
Iron Mountain	Jeff Bailey	1340 E. Sixth St., Ste. 301	Los Angeles, CA 90021	213/236-2952
Jenn International Personnel	Jennifer B. Oracion	3250 Wilshire Blvd., #926	Los Angeles, CA 90010	213/388-1688
Omega Microfilm Corporation	Michael S. Bergman	20451 East Valley Blvd.	Walnut, CA 91789	818/912-8595
Outer Microfilm Corporation	Mark Johnson	731 S. Detroit St., #304	Los Angeles, CA 90036	213/931-4901
Recall Total	George Mandap	9401 Chivers Ave.	Sun Valley, CA 91352	
Safesite Records Management Corp.	Michael D. Young	14275 Commerce Drive	Garden Grove, CA 92643	714/554-8600
Storage Technology Corp. (StorageTek)	Kalvan Swanky	888 S. Figueroa, Ste. 1960	Los Angeles, CA 90017	213/624-9595

Bid Information

Bid Number : 103369RFL
Bid Title : Off-Site Data Storage Services
Bid Type : Service
Department : Internal Services Department
Commodity : EMERGENCY BACK-UP SERVICES AND FACILITIES FOR DATA PROCESSING
Open Date : 10/8/2003
Closing Date : 10/27/2003 4:00 PM
Bid Amount : \$ 00,000
Bid Download : Available
Bid Description : The County of Los Angeles Internal Services Department requires Off-Site Storage Services for back-up computer data files recorded magnetically primarily on magnetic data storage media (collectively herein "volumes"). Services include magnetic tape open reel storage and sealed container storage programs. Services also include scheduled and unscheduled transportation of volumes between designated County facilities and the Contractor's storage facility and twice yearly shipments to and from County designated disaster recovery sites.
Contact Name : Roger Long
Contact Phone : (323) 267-2563
Contact Email : rlong@isd.co.la.ca.us
Last Changed On : 10/8/2003 2:58:05 PM

[Back to Last Window](#)

[Back to Award Main](#)

**OFF-SITE DATA STORAGE SERVICES
FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTOR**

FIRM INFORMATION		RECALL TOTAL
Cultural/Ethnic Composition		PUBLIC CORP.
OWNERS/PARTNERS	Black/African American	
	Hispanic/Latin American	
	Asian American	
	American Indian/Alaskan	
	All others	
	Women (included above)	
		Number
MANAGER	Black/African American	10
	Hispanic/Latin American	11
	Asian American	1
	American Indian/Alaskan	0
	All others	86
	Women (included above)	22
STAFF	Black/African American	351
	Hispanic/Latin American	298
	Asian American	31
	American Indian/Alaskan	8
	All others	606
	Women (included above)	318
TOTAL # OF EMPLOYEES		1408
BUSINESS STRUCTURE		Corporation
Certified as Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise?		- NO
CERTIFYING AGENCY		N/A



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

RECALL TOTAL INFORMATION MANAGEMENT

FOR

OFF-SITE DATA STORAGE SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	6
6.1	COUNTY'S PROJECT DIRECTOR	6
6.2	COUNTY'S PROJECT MANAGER	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT MANAGER	7
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	CONTRACTOR'S STAFF QUALIFICATIONS	7
7.4	CONTRACTOR STAFF TRAINING	8
7.5	CONTRACTOR STAFF IDENTIFICATION	8
7.6	BACKGROUND & SECURITY INVESTIGATIONS	8
7.7	CONFIDENTIALITY	9
8.0	TERMS AND CONDITIONS	9
8.1	ASSIGNMENT AND DELEGATION	9
8.2	AUTHORIZATION WARRANTY	9
8.3	BUDGET REDUCTIONS	10
8.4	CHANGE NOTICES AND AMENDMENTS	10
8.5	COMPLAINTS	10
8.6	COMPLIANCE WITH APPLICABLE LAW	11
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	11
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	11
8.9	CONFLICT OF INTEREST	13
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	13
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	13
8.12	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	14

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	15
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	15
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	15
8.16	CONTRACTOR'S OBLIGATIONS UNDER HIPAA.....	16
8.17	COUNTY'S QUALITY ASSURANCE PLAN.....	16
8.18	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	16
8.19	EMPLOYMENT ELIGIBILITY VERIFICATION.....	17
8.20	FACSIMILE REPRESENTATIONS	17
8.21	FAIR LABOR STANDARDS.....	17
8.22	GOVERNING LAW, JURISDICTION, AND VENUE	17
8.23	INDEPENDENT CONTRACTOR STATUS	18
8.24	INDEMNIFICATION	18
8.25	GENERAL INSURANCE REQUIREMENTS	18
8.26	INSURANCE COVERAGE REQUIREMENTS	20
8.27	LIQUIDATED DAMAGES.....	21
8.28	MOST FAVORED PUBLIC ENTITY	22
8.29	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	22
8.30	NON EXCLUSIVITY	23
8.31	NOTICE OF DELAYS.....	23
8.32	NOTICE OF DISPUTES.....	24
8.33	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	24
8.34	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	24
8.35	NOTICES	24
8.36	PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION.....	24
8.37	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	24
8.38	PUBLIC RECORDS ACT	25
8.39	PUBLICITY	26

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.40	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	26
8.41	RECYCLED BOND PAPER	27
8.42	SUBCONTRACTING.....	27
8.43	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	28
8.44	TERMINATION FOR CONVENIENCE.....	29
8.45	TERMINATION FOR DEFAULT.....	29
8.46	TERMINATION FOR IMPROPER CONSIDERATION	31
8.47	TERMINATION FOR INSOLVENCY	31
8.48	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	32
8.49	TERMINATION FOR NON-APPROPRIATION OF FUNDS	32
8.50	VALIDITY	32
8.51	WAIVER	32
8.52	WARRANTY AGAINST CONTINGENT FEES.....	33
SIGNATURES.....		34
EXHIBITS		
A	STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)	
B	PRICING SCHEDULE (NOT ATTACHED TO SAMPLE)	
C	NOT USED	
D	CONTRACTOR'S EEO CERTIFICATION	
E	COUNTY'S ADMINISTRATION	
F	CONTRACTOR'S ADMINISTRATION	
G	FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION	
G1	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT	
G2	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY AND COPYRIGHT ASSIGNMENT AGREEMENT	

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
H	(Intentionally Omitted)	
I	JURY SERVICE ORDINANCE	
J	SAFELY SURRENDERED BABY LAW	
K	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM	
L	CONTRACTOR'S OBLIGATIONS UNDER HIPAA	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RECALL TOTAL INFORMATION MANAGEMENT
FOR
OFF-SITE DATA STORAGE SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2004 by and between the County of Los Angeles, hereinafter referred to as County and Recall Total Information Management, hereinafter referred to as Contractor. Recall Total Information Management is located at 9401 Chivers Avenue, Sun Valley, California.

RECITALS

WHEREAS, the County may contract with private businesses for Off Site Data Storage Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Off Site Data Storage Services; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services;

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT L – Contractor’s Obligations Under HIPAA
- 1.2 EXHIBIT A - Statement of Work
- 1.3 EXHIBIT B - Pricing Schedule
- 1.4 EXHIBIT C – Intentionally omitted
- 1.5 EXHIBIT D - Contractor’s EEO Certification
- 1.6 EXHIBIT E - County’s Administration
- 1.7 EXHIBIT F - Contractor’s Administration
- 1.8 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.9 EXHIBIT I - Jury Service Ordinance
- 1.10 EXHIBIT J - Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor’s Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County’s Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Project Manager.
- 2.5 **County’s Project Manager:** Person designated by County’s Project Director to manage the operations under this Contract. Normally the Data Center Manager for each County data center using this contract.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A* or otherwise in this Contract.
- 3.2 The Estimated Annual Volumes shown in *Exhibit B, Pricing Schedule* are based on currently known annual volume information. Actual annual volumes may be larger or smaller. The difference between estimated and actual annual volume may be substantial. The Contractor's prices shall not be affected in any way by such difference between the Estimated Annual Volumes and actual annual volumes. The County guarantees no actual annual volume.
- 3.3 The Contractor shall provide all licenses, materials, vehicles, vehicle maintenance, fuel, supplies, shipping services, and labor to perform the work set forth in the *Statement of Work, Exhibit A*. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.
- 3.4 The County reserves the right to add or delete County facilities receiving services and to add or delete County's backup computer operations facilities as provided in Sub-paragraph 8.4.1.
- 3.5 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing March 1, 2004 after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option year shall be exercised individually by the Director of Internal Services Department as provided in Sub-paragraph 8.4.
- 4.3 The County' shall have the option to authorize on a month-to-month basis, extensions of time that do not increase the scope of work or Contract Sum of this Contract. Such month-to-month extensions shall not, in aggregate,

exceed six (6) months and shall be exercised by the Director of Internal Services Department.

- 4.4 The Contractor shall notify the Internal Services Department (ISD) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 In each year of this Contract, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in approved budgets to ISD and other departments using services provided under this Contract. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Contract is the Contract Sum.
- 5.2 **The Contractor's rates shall remain firm and fixed for the term of the Contract. However, in the first optional year, the contract rates may be adjusted based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.**
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to ISD at the address herein provided in *Exhibit E*.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B, Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B, Pricing Schedule*. Contractor's prices shown in *Exhibit B, Pricing Schedule* shall be inclusive of all taxes. Contractor shall invoice the County for taxes only on property, goods, or tangible media for which title is obtained by the County under authority of this Contract. The Contractor shall invoice such taxes concurrently with the property, goods, or media and as part of the Contractor's monthly invoice for services.
- 5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A, Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

ISD/Financial Operations
Attn: Fiscal Officer-General Accounting
1100 North Eastern Avenue
Los Angeles, CA 90063

An additional duplicate invoice shall be submitted to each County Project Manager, or designee, indicated on *Exhibit E, County's Administration*.

5.6.6 Invoice Detail. Each invoice submitted by the Contractor shall indicate:

- a. The Contract number and control number under which work was performed.
- b. The amount of services being invoiced.
- c. The tasks, deliverables, goods, services, or other work described in *Exhibit A, Statement of Work*, for which payment is claimed.
- d. A brief description of the work performed.
- e. The specific County Data Center listed in *Exhibit B, Price Schedule*, receiving the work.
- f. The date of written approval of the tasks, deliverables, goods, services or other work by the County Project Manager or designee.

5.6.7 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract as provided in Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager(s)

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting, evaluating, and approving any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor to insure that the technical standards and requirements of this Agreement are met; and
- advising the County Project Director as to the Contractor's performance under the Contract.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. Contractor's Project Manager is designated in *Exhibit F*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.
- 7.1.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor Staff Qualifications

- 7.3.1 The Contractor shall utilize only staff trained, experienced, and, as appropriate, bonded, licensed, or certified in the technology, trades, and tasks required by this Contract.
- 7.3.2 Age. Each Contractor employee performing services for the County must be over the age of eighteen (18) years.
- 7.3.3 Language. Each Contractor employee performing services for the County must fluently read, speak, and comprehend the English language.
- 7.3.4 Licenses. Each Contractor employee performing pick-up and/or delivery services for the County shall possess a valid California driver's license for the vehicle being operated and must have a good driving record defined as no more than one point in the last 36 months as evidenced by DMV reports. Contractor's records of valid driver's licenses and driving records shall be available for inspection by the County.

7.4 Contractor Staff Training

- 7.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

- 7.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.5 Contractor's Staff Identification

- 7.5.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.5.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.
- 7.5.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.6 Background and Security Investigations

- 7.6.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.6.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.6.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.6.4 Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to

complete all work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the “*Contractor Employee Acknowledgment and Confidentiality Agreement*”, *Exhibit G1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the “*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*”, *Exhibit G2*.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of the Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County’s sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor’s duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the express prior written approval of the Director of the Internal Services Department, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and

benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Amendment signed by the Contractor and by the County Project Director.
- 8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Director of the Internal Services Department or designee.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Internal Services Department or designee.
- 8.4.4 The Director of the Internal Services Department or designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Internal Services Department.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within ten (10) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

- 8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.4 The Contractor shall preliminarily investigate all complaints and notify the appropriate County Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.6 Copies of all written responses shall be sent to the appropriate County Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW

participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding

Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S OBLIGATIONS UNDER HIPAA

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit L in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit L, Contractor's Obligations Under HIPAA*.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and

Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.23.4 As previously instructed in Sub-paragraph 7.5 -Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit G1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*", *Exhibit G2*.

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.25 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

- 8.25.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Purchasing & Contract Services
General Contracts Section
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.25.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.25.4 Notification of Incidents, Claims or Suits. Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.25.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.26 INSURANCE COVERAGE REQUIREMENTS

8.26.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.26.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
----------------	-------------

Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.27 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.27.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.27.3 The action noted in Sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.27.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Sub-paragraph 8.27.2, and

shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.
- 8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.29 when so requested by the County.

- 8.29.7 If the County finds that any provisions of this Sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the Internal Services Department, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Internal Services Department shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

8.36.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

8.36.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

- 8.36.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 PUBLIC RECORDS ACT

8.38.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.40 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 PUBLICITY

8.39.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.39.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.39 shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.40.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.40.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.40 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.40.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.41 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.42 SUBCONTRACTING

8.42.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.42.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.42.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.42.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.42.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.42.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:
- Purchasing and Contract Services
General Contracts Section
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
- before any subcontractor employee may perform any work hereunder.

8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.45 - Termination for Default.

8.44 TERMINATION FOR CONVENIENCE

- 8.44.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.44.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.40, Record Retention & Inspection/Audit Settlement.

8.45 TERMINATION FOR DEFAULT

- 8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.45.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.45.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.45.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.45.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient

time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.45.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.45, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.45, or that the default was excusable under the provisions of Sub-paragraph 8.45.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.44 - Termination for Convenience.

8.45.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, Internal Services Department, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.24 - Indemnification.

8.45.6 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR IMPROPER CONSIDERATION

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any

determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

- 8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.47.2 The rights and remedies of the County provided in this Subparagraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.50 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

/

/

/

/

/

/

/

/

/

/

County of Los Angeles
Off-Site Data Storage Services Contract

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

RECALL TOTAL INFORMATION MANAGEMENT

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Francis E. Scott
Principal Deputy County Counsel

STATEMENT OF WORK
OFF-SITE DATA STORAGE SERVICES

**STATEMENT OF WORK
OFF-SITE DATA STORAGE SERVICES**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	GENERAL INFORMATION.....	1
2.0	CONTAINERS	1
3.0	VOLUME PREPARATION FOR PICKUP AND RETURN.....	2
4.0	TRANSPORTATION.....	2
5.0	STORAGE ENVIRONMENT	5
6.0	SECURITY.....	6
7.0	VOLUME ACCESS CONTROLS	7
8.0	RECORDS.....	7
9.0	DELIVERABLES	8
10.0	MONTHLY STATUS REPORT	8
11.0	PERFORMANCE AND PROGRESS REVIEW	8
12.0	QUALITY CONTROL PLAN.....	9
13.0	QUALITY ASSURANCE PLAN.....	9
14.0	PERFORMANCE REQUIREMENTS SUMMARY	10
	APPENDIX 1: DELIVERABLES MATRIX	11
	APPENDIX 2: CONTRACT DISCREPANCY REPORT	12
	APPENDIX 3: PERFORMANCE REQUIREMENTS SUMMARY CHART.....	13

STATEMENT OF WORK

OFF-SITE DATA STORAGE SERVICES

1.0 GENERAL INFORMATION

The County requires Off-Site Storage Services for back-up computer data files recorded magnetically, as well as a variety of magnetic data storage media such as tape cartridges, disk packs, or other data storage media (collectively herein “volumes”). Services include magnetic tape open reel storage and sealed container storage programs. Services also include scheduled and unscheduled transportation of volumes between designated County facilities and the Contractor’s storage facility and occasional shipments to and from County designated disaster recovery sites. The Contractor’s facilities must be staffed 24 hours daily, 7 days each week, including County and Contractor holidays to respond to County requests for service. Answering systems and pagers will not satisfy this staffing requirement. The Off-Site Data Storage Services required by the County shall be performed subject to the terms and conditions of this Contract and the following Statement of work (SOW).

2.0 CONTAINERS

The Contractor shall provide sufficient quantities and types of containers for transporting and storing the County’s various volume types. The Contractor’s containers shall be specifically designed for the transport and storage of magnetic media of the types used by the County. Containers shall remain the property of the Contractor. Containers presented for use by the County shall be clean and free of defects. Incorrect or defective containers found at County sites must be replaced by the Contractor at no additional cost and in a timely manner that avoids delays in scheduled transportation and storage of County volumes.

2.1 Identification

The Contractor shall clearly mark each container with a unique Contractor’s container identification number. Each container shall also be marked as property of the Contractor.

2.2 Quantity

EXHIBIT A

2.2.1 The Contractor shall provide sufficient number of containers to satisfy the quantity of volumes packed by the County each day. Prior to the start of work under this contract, each County Site Representative will notify the Contractor of the number of containers required to be on hand on the first day of work, however the matrix in 2.2.3 below provides an initial estimate of County requirements.

2.2.2 The Contractor shall provide additional containers or remove excess containers as needed to support changes in County volume generation.

2.2.3 Initial estimate of County transportation and storage containers:

County Site	Container Type	Est. Monthly Requirement
Downey ISD IBM	Type "L"	75
Downey ISD Unisys	Type "L"	50
Library	Type "C"	4
	Type TK857	6
Registrar/Recorder	Type "L"	3
	Type DAT	3
Board of Supervisors	Type "L"	4

3.0 VOLUME PREPARATION FOR PICK UP AND RETURN

Each County volume of back-up computer data files is marked with the County's identifying volume serial number.

3.1 Volume Packing

The County shall package volumes in the Contractor's containers. The County will prepare a list of the County's volume serial numbers packed for pick up. A copy of the list will be maintained in County

files. The Contractor shall package open reel storage tapes in its containers for return to the County. Each Contractor's delivery to a County site shall include a list of container numbers in the delivery.

3.2 Contractor Notification for Pick Up and Delivery

On the day prior to the scheduled pickup indicated in Exhibit B, the County will send to the Contractor electronically in File Transfer Protocol (FTP) a list of the County's volume numbers ready for pickup. Contractor shall pick up all volumes listed for pick up on the scheduled day. The County will also send a list of the volume numbers that are to be returned to the County from the Contractor's storage facility. The Contractor shall return all requested volume numbers on the requested day.

4.0 TRANSPORTATION

The Contractor shall provide pick up and return transportation of Contractor's containers packed with County volumes between each of the County facilities shown in Contract Exhibit B, Pricing Schedule and the Contractor's facility. The Contractor's transportation vehicles shall be air conditioned in the cargo compartment to maintain a temperature between 65 degrees Fahrenheit (15 degrees Celsius) and 80 degrees Fahrenheit (25 degrees Celsius).

4.1 Acceptance

The County shall present to the Contractor, and the Contractor shall accept, only those containers adequately prepared and packed for transport and storage. Contractor shall not accept containers or deliver returned containers except in the presence of the County's designated representative.

4.2 Scheduled Pick Up and Return

Scheduled pick up and delivery is required up to 7 days weekly, 365 days each year including County and Contractor holidays. Pick up and return shall be on the days and frequencies shown in the table below. The County's pick up/return schedule may be changed according to the requirements of the County by providing the

EXHIBIT A

Contractor with a schedule change two days prior to the desired effective date of change.

Site	ISD Downey IBM	ISD Downey Unisys	Library	Registrar- Recorder	Board of Supervisors
Schedule	Daily 1:00pm– 4:00pm	Daily 1:00pm– 4:00pm	Daily 2:00pm	Friday 12:00pm	Friday 2:00pm

4.3 Unscheduled Pick up and Return

The County may, from time to time, require unscheduled pick up and/or return of volumes. The County may request one of the following responses depending on the needs of the County. Contractor shall respond to the County's Unscheduled Pick Up and/or Return requirements 24 hours daily, 365 days yearly, including County and Contractor holidays.

4.3.1 Emergency Response: Contractor shall pick up and/or return requested containers within two (2) hours of receipt of County's request.

4.3.2 Unscheduled Response: Contractor shall pick up and/or return requested containers within twenty-four (24) hours of receipt of County's request.

4.4 Shipment To County Computer Operations Backup Facilities

As part of the County's Disaster Recovery Plan testing and in the event of an actual disaster, the Contractor shall ship designated volumes and sealed containers to the County's backup computer operation facilities.

4.4.1 Test of Disaster Recovery Plan

Twice each year the County will conduct tests of its Disaster Recovery Plan. Seven to ten days prior to the scheduled test date, the County will request the Contractor to ship designated volumes and containers to and from the County's backup computer operations facilities located as follows:

- For the Downey IBM data center, location to be determined.
- For the Downey Unisys data center, shipment to Philadelphia, PA

The County will provide a list of volumes or container numbers to be shipped. The Contractor will pack the designated volumes in volume number sequence into containers. Containers shall be marked "1 of ...", "2 of..." etc. in volume number sequence and shipped to the location(s) specified. Containers shall arrive at the backup computer operations facilities location(s) no later than the arrival date set by the County at the time the Contractor is notified of a test, normally seven (7) to ten (10) days. On the last day of the scheduled test the Contractor shall provide return shipment of the County's volumes to the Contractor's storage facility

4.4.2 Disaster Declaration

The County Computing Services Branch Manager will notify the Contractor in the event of a Disaster Declaration and provide the locations and availability dates of the County's backup computer operations facilities. The County may provide a list, electronically or printed, of volumes or container numbers to be shipped to the County's designated backup computer operations facilities. If a list is not available, the Contractor shall ship all County volumes in its facility. The Contractor will pack the volumes in volume number sequence into containers. Containers shall be marked "1 of ...", "2 of..." etc. in volume number sequence and shipped to the location(s) specified. Containers shall arrive at the backup

computer operations facilities location(s) within the timeframe designated by the County.

5.0 STORAGE ENVIRONMENT

The Contractor shall provide proper physical environment for magnetic data storage media.

5.1 Temperature and Humidity

Volumes must be maintained in an environment that is temperature and humidity controlled 24 hours daily. Temperature must be maintained between 65 degrees Fahrenheit (F) (15 degrees Centigrade (C) and 80 degrees F (25 degrees C). Humidity must be maintained between 40 and 50 percent. The Contractor shall operate temperature and humidity recording devices in magnetic media storage areas to document compliance with the required temperature and humidity ranges. The records generated by such recording devices shall be maintained by the Contractor at the storage facility for one year and made available for inspection at the County's request.

5.2 Environmental Contaminants

Air circulated into the Contractor's storage facility must be filtered to eliminate contaminants such as dust, smoke, ash, and all caustic agents harmful to magnetic media.

5.3 Fire Detection

The Contractor shall provide smoke and heat detection systems within the storage facility to alert the Contractor's staff to the presence of smoke or excessive heat. Smoke and heat detection systems must be monitored by the Contractor's staff 24 hours daily.

5.4 Fire Suppression

The Contractor's primary fire suppression system within the storage area shall be a Halon 1301 system or approved substitute. Water sprinkler systems, if required by local fire code, must be "dry stand" that are charged and activated only upon failure of the primary Halon fire suppression system.

6.0 SECURITY

The Contractor shall provide physical security for the County's files from the time and place of pickup from the County to the time and place of return to the County.

- 6.1 The Contractor's vehicles used to transport containers of County volumes shall be locked at all times when not attended by the Contractor's staff
- 6.2 The Contractor's facility shall be staffed 24 hours daily, 7 days weekly, 365 days yearly, including County and Contractor holidays. Remote paging or answering services are not acceptable.
- 6.3 Access to Contractor's storage area shall be restricted by means of security guard or automated access control system.
- 6.4 Contractor shall provide alarm systems necessary to alert Contractor's staff of any unauthorized intrusion into the Contractor's storage facility. Alarm systems shall be monitored at the Contractor's facility 24 hours daily.

7.0 VOLUME ACCESS CONTROLS

The Contractor shall maintain accurate movement and locating records for all volumes in open reel storage and for sealed containers. The Contractor shall not open any sealed container while it is in the custody of the Contractor unless specifically instructed to do so by authorized County personnel.

7.1 Incoming Volumes

The Contractor shall record by container identification number the date, time, place, name of County person surrendering container, and the name of Contractor's person accepting the container.

7.2 Outgoing Volumes

The Contractor's movement log shall also record the movement of open reel storage volumes and sealed containers out of the Contractor's facility and returned to the County. The Contractor shall not open or deliver only part of a sealed container's contents unless requested by the County.

8.0 RECORDS

The Contractor shall maintain complete and accurate records of all matters regarding performance of services. In addition to the movement and location records required in paragraph 7.0, the records to be maintained shall include but not be limited to:

8.1 The Contractor shall maintain a record of each request for release of, access to, or information about County files in the possession of the Contractor. This log shall include at a minimum the following information:

- Date and time of request.
- Name of requestor.
- Title of requestor.
- Requestor's call back telephone number.
- Description of record inquiry, including volume or container number if identified.

8.2 The Contractor shall maintain a record of all Contractor staff who have or have had access to County's files.

8.3 The Contractor shall maintain records of vehicle inspections and maintenance.

8.4 The Contractor shall maintain records of employee driver's licenses.

9.0 DELIVERABLES

The Contractor shall provide the deliverables in accordance with Statement of Work *Attachment 1, Deliverables Matrix*.

10.0 MONTHLY STATUS REPORT

The Contractor shall prepare a Monthly Status Report for each County facility listed in Contract *Exhibit B, County Facilities*. The Report shall be submitted to the corresponding Site Representative no later than 10 working days after the 1st day of each month. The report shall include the following information:

- Facility Name
- Contract Number
- Reporting Period (MM/DD/YY THROUGH MM/DD/YY)
- Total dollar amount invoiced to the facility for the Reporting Period.
- A County Fiscal Year-to-Date total invoice amount for the facility.
- An estimated dollar amount, using the Fiscal Year-to-Date invoice average monthly amount, for the balance of the County's Fiscal Year.
- The sum of the actual Fiscal Year-to-Date invoice total and the estimated Fiscal Year balance.
- Brief description of any difficulties encountered in providing the required services and resolution.

- Authorized Contractor signature.

11.0 PERFORMANCE AND PROGRESS REVIEW

The Contractor's Project Manager shall meet with the County's Project Director and County's Site Representatives on a monthly basis, or more frequently as requested by either party, to coordinate schedules or discuss other topics necessary for the performance of services under this Contract.

12.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review fifteen (15) working days after the effective date of the contract. The plan shall include, but may not be limited to the following:

- 12.1 Method of monitoring to ensure that Contract requirements are being met;
- 12.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

13.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

- 13.1 Monthly Meetings
Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).
- 13.2 Contract Discrepancy Report (*Statement of Work, Attachment 2*)
Verbal notification of a Contract discrepancy will be made to the Contract Project Manager as soon as possible whenever a Contract

discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Manager within ten (10) workdays.

13.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

14.0 PERFORMANCE REQUIREMENTS SUMMARY(*Statement of Work, Attachment 3*)

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work

EXHIBIT A

specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.44, Termination for Convenience.

DELIVERABLES MATRIX

DELIVERABLE	DUE DATE	PARAGRAPH
1. Insurance Certificate	Prior to Contract effective date.	Contract Paragraph 8.25.1
2. Complaint Procedure	Ten days after Contract effective date.	Contract Paragraph 8.5
3. Initial quantities of transportation and storage containers	Prior to Contract effective date.	SOW Paragraph 2.2.1
4. Quality Control Plan	Fifteen days after Contract effective date.	SOW Paragraph 12.0
5. Monthly Status Report	Ten work days after the 1 st calendar day of each month	SOW Paragraph 10.0

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Date Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CPM

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Program Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CPM

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CPM Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	ACTION TO BE TAKEN FOR NON-COMPLIANCE
SOW: Sub-paragraph 4.2 – Scheduled Pick Up and Delivery	CONTRACTOR makes pick ups on days and times scheduled	None	Observation, reports from COUNTY Site Representatives	First occurrence, CDR with request for corrective action. Subsequent occurrences \$50.00.
SOW: Sub-paragraph 4.3 – Unscheduled Pick Up and Delivery	CONTRACTOR completes unscheduled Pick Up or delivery within time limit	Not to exceed one-half hour late.	Observation, reports from COUNTY Site Representatives	First occurrence, CDR with request for corrective action. Subsequent occurrences \$50.
SOW: Sub-paragraph 4.4 – Shipments to Backup Computer Facilities	CONTRACTOR ships requested volumes, properly identified, and volumes arrive at the requested time. CONTRACTOR returns volumes to storage or COUNTY at the requested time	Shipment, none. Return, not to exceed one day late.	Observation	\$1000 each occurrence
SOW: Paragraph 5.0 – Storage Environment	CONTRACTOR maintains storage facility environment requirements at all times	None	Inspection	First occurrence, CDR with request for corrective action. Subsequent occurrences \$50.
SOW: Paragraph 6.0 – Security	CONTRACTOR maintains required storage facility security. Security and monitoring staff is provided 24 hours daily, including COUNTY and CONTRACTOR holidays	None	Inspection, interview	First occurrence, CDR with request for corrective action. Subsequent occurrences \$50.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE STANDARD	ACCEPTABLE DEVIATION FROM STANDARD	MONITORING METHOD	ACTION TO BE TAKEN FOR NON- COMPLIANCE
SOW: Paragraph 8.0 – Records	CONTRACTOR maintains all records, including inquiry list from COUNTY, Staff access, vehicle inspection and maintenance, and employee drivers licenses.	None	Inspection	First occurrence, CDR with request for corrective action. Subsequent occurrences \$50.

PRICING SCHEDULE

PRICING AND BILLING SCHEDULE – DOWNEY IBM DATA CENTER

County Dept: Internal Services Department
 Address: IBM Data Center
 9150 E. Imperial Hwy.
 Downey, CA 90242

SERVICE ITEM	ESTIMATED FREQ/QTY	UNIT MEASURE	OF	UNIT COST
1) Scheduled P/U & Del Daily between 1:00pm and 4:00 pm	Daily	Month		\$318.00
2) Unscheduled P/U or Del. within 2 hrs.	1 time/mth	Each		\$135.00
3) Unscheduled P/U or Del. within 24 hrs.	1 time/mth	Each		No Charge
4) Magnetic Media Storage Fee:				
Slot Storage (3480)	7,500/mth	Each Month	per	\$0.080
Handling (Lib Maint.)	24,622/mth	Each Month	per	\$0.050
Rental of: "L" Transport Container	75/mth	Each Month	per	\$4.50
5) Admin Fee	One/mth	Month		\$10.00

PRICING AND BILLING SCHEDULE – DOWNEY UNISYS DATA CENTER

County Dept: Internal Services Department
 Address: Unisys Data Center
 9150 E. Imperial Hwy.
 Downey, CA 90242

SERVICE ITEM	ESTIMATED FREQ/QTY	UNIT MEASURE	OF	UNIT COST
1) Scheduled P/U & Del Daily between 1:00pm and 4:00 pm	Daily	Month		\$318.00
2) Unscheduled P/U or Del. within 2 hrs.	1 time/mth	Each		\$135.00
3) Unscheduled P/U or Del. within 24 hrs.	1 time/mth	Each		No Charge
4) Magnetic Media Storage Fee:				
Slot Storage (3480)	6,500/mth	Each Month	per	\$0.080
Handling (Lib Maint.)	30,000/mth	Each Month	per	\$0.050
Rental of: "L" Transport Container	50/mth	Each Month	per	\$4.50
5) Admin Fee	One/mth	Month		\$10.00

PRICING AND BILLING SCHEDULE – LIBRARY DATA CENTER

County Dept: County of Los Angeles Public Library
 Address: Library Data Center
 7400 E. Imperial Hwy.
 Downey, CA 90242

SERVICE ITEM	ESTIMATED FREQ/QTY	UNIT MEASURE	OF	UNIT COST
1) Scheduled P/U & Del Daily at 2:00pm	Daily	Month		\$318.00
2) Unscheduled P/U or Del. within 2 hrs.	1 time/mth	Each		\$135.00
3) Unscheduled P/U or Del. within 24 hrs.	1 time/mth	Each		No Charge
4) Magnetic Media Storage Fee:				
Slot Storage	50/mth	Each Month	per	\$.080
Handling (Lib Maint.)	300/mth	Each Month	per	\$.050
Rental of:				
a. "C" Transport Container	4/mth	Each Month	per	\$3.00
b. TK857 Storage Container	6/mth	Each Month	per	\$3.00
5) Admin Fee	One/mth	Month		\$10.00

PRICING AND BILLING SCHEDULE –REGISTRAR/RECORDER DATA CENTER

County Dept: County of Los Angeles Registrar/Recorder
 Address: Registrar/Recorder Data Center
 12400 E. Imperial Hwy.
 Norwalk, CA 90650

SERVICE ITEM	ESTIMATED FREQ/QTY	UNIT MEASURE	OF	UNIT COST
1) Scheduled P/U & Del Friday at 12:00pm	Each Friday	Month		\$102.00
2) Unscheduled P/U or Del. within 2 hrs.	1 time/mth	Each		\$135.00
3) Unscheduled P/U or Del. within 24 hrs.*	1 time/mth	Each		*\$60.00
4) Magnetic Media Storage Fee:				
Slot Storage	100/mth	Each Month	per	\$.080
Handling (Lib Maint.)	600/mth	Each Month	per	\$.050
Rental of:				
a. 3420 Transport Container	3/mth	Each Month	per	\$4.50
b. DAT Storage Container	3/mth	Each Month	per	\$3.00
5) Admin Fee	One/mth	Month		\$10.00

* If an Unscheduled pickup or Delivery within 24 Hours piggy-backs with 22UN/22BN, then service is at No Charge.

PRICING AND BILLING SCHEDULE –BOARD OF SUPERVISORS DATA CENTER

County Dept: County of Los Angeles Board of Supervisors
 Address: Board of Supervisors Data Center
 500 W. Temple St., Room 383
 Los Angeles, CA 90012

SERVICE ITEM	ESTIMATED FREQ/QTY	UNIT MEASURE	OF	UNIT COST
1) Scheduled P/U & Del Friday at 2:00pm	Each Friday	Month		\$317.00
2) Unscheduled P/U or Del. within 2 hrs.	1 time/mth	Each		\$200.00
3) Unscheduled P/U or Del. within 24 hrs.	1 time/mth	Each		\$110.00
4) Magnetic Media Storage Fee:				
Slot Storage (3480)	52/mth	Each Month	per	\$.080
Handling (Lib Maint.)	300/mth	Each Month	per	\$.050
Rental of: “L” Transport Container	4/mth	Each Month	per	\$4.50
5) Admin Fee	One/mth	Month		\$10.00

EXHIBIT C

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Ed Bean, Branch Manager
Computing Services Branch
Internal Services Department
9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-2903
Facsimile: 562-803-0467
E-Mail Address: ebean@isd.co.la.ca.us

COUNTY PROJECT MANAGERS:

For the Internal Services Department IBM and Unisys Data Centers:

Tom Mirabella, Tape Operations Manager
ISD IBM Computing Services
9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-3209
Facsimile: 562-803-0467
E-Mail Address: tmirabel@isd.co.la.ca.us

For the Library Data Center:

Joan Powell, Information Systems Manager
Public Library Data Center
7400 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-8553
Facsimile: 562-803-3499
E-Mail Address: joanp@lhqmtpl.colapla.org

For the Board of Supervisors Data Center

Edward Grigorian, Data Systems Analyst II
Board of Supervisors Data Center
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 383
Los Angeles, CA 90012
Telephone: 213-893-0861
Facsimile: 213-613-4760
E-Mail Address: egrigorian@bos.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Recall Total information Management

CONTRACTOR'S PROJECT MANAGER:

Name: George Mandap
Title: Account Manager
Address: 9401 Chivers Avenue
Sun Valley, CA 91362
Telephone: 818-504-1889
Facsimile: 818-504-6918
E-Mail Address: george.mandap@recall.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Fernando Kumpel
Title: DPS Area Manager
Address: 9401 Chivers Avenue
Sun Valley, CA 91362
Telephone: 818-504-3983
Facsimile: 818-504-6918
E-Mail Address: Fernando.kumpel@recall.com

Name: Wes Nygard
Title: Western Region Operations Manager
Address: 175 Opportunity Street
Sacramento, CA 95838
Telephone: 916-997-7399

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Address: 9401 Chivers Avenue
Sun Valley, CA 91362
Telephone: 818-504-3983
Facsimile: 818-504-6918

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
 AND COPYRIGHT ASSIGNMENT AGREEMENT

- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
 CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**CONTRACT FOR
OFF SITE DATA STORAGE SERVICES
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACT FOR
OFF SITE DATA STORAGE SERVICES
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

AGREEMENT**CONTRACTOR'S OBLIGATIONS UNDER HIPAA**

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit L.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.5 "Services" has the same meaning as in this Agreement.

- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit L;
- (b) shall Disclose Protected Health Information to County upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County’s Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493

Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.
- 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

- 3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance

of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. Contractor's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

- (a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
- (b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit L.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit L is contrary to any other provision of this Agreement, the provision of this Exhibit L shall control.

- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.